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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK SNOOKAL, an individual,

Plaintiff,

VS.

CHEVRON USA, INC., a California Corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 2:23-cv-6302-HDV-AJR

**DECLARATION OF DOLORES Y. LEAL
IN SUPPORT OF PLAINTIFF MARK
SNOOKAL’S REPLY TO DEFENDANT
CHEVRON USA, INC’S OPPOSITION TO
PLAINTIFF’S MOTION FOR
ATTORNEYS’ FEES AND COSTS**

District Judge: Hon. Hernan D. Vera
Magistrate Judge: Hon. A. Joel Richlin
Action Filed: August 3, 2023
Trial Date: August 19, 2025

Hearing Date: November 13, 2025
Hearing Time: 10:00 a.m.
Courtroom: 5B

DECLARATION OF DOLORES Y. LEAL

I, DOLORES Y. LEAL, declare as follows:

1. I am an attorney duly licensed to practice before all of the Courts of the State of California, and have been an active member of the California State Bar since June 1988. If called as a witness, I could and would competently testify to the following facts based upon my own personal knowledge.

2. This declaration is being filed in support of Plaintiff Mark Snookal's Reply to Defendant Chevron U.S.A. Inc's Opposition to Plaintiff's Motion for Attorneys' Fees and Costs pursuant to Government Code Sec.12965(b).

BILLING INVOICES AND HOURLY RATES

3. Defendant's counsel created Exhibits A through A-7 which are purportedly excerpts from Plaintiff's counsel's time entries. The font is so small that it is illegible. Courts have the discretion to reject or refuse to consider exhibits or documents that are illegible or difficult to read as the font size is too small, as legibility is essential for fair judicial proceedings and compliance with procedural rules. Plaintiff respectfully requests the Court reject these exhibits. Central District California, *L.R. 11-3.1 "Legibility"* provides: "All pleadings, motions, affidavits, declarations, briefs, points and authorities, and other documents, including all exhibits thereto (hereinafter collectively referred to as "documents"), presented for filing or lodging with the Clerk shall be typewritten or printed, or prepared by a photocopying or other duplicating process **that will produce clear** and permanent copies **equally legible** to printing, in black or dark blue ink...." Defendant could have very well printed the information vertically with larger font so the Court and Plaintiff could have read and consider with ease.

4. However, relying on the description of the Exhibits in the declaration by defense counsel Tracey Kennedy of Exhibits A to A-7, I address their arguments herein.

HOURLY RATES

5. Exhibit A purports to have "Plaintiff's requested hourly fee rates, as well as with Defendant's proposed hourly fee rate given reasonable rates in the Los Angeles market, notations as to reasons for fee reductions and total amount of fees given the hourly rates set forth." As is

1 required, prior to filing the motion for attorneys fees/costs, I met and conferred with defense
2 counsel. We discussed Plaintiff's counsel's hourly rates and whether defense counsel would
3 stipulate to the "reasonableness." I was told that they would not stipulate. When I inquired if they
4 would provide their hourly rates to compare, I was told no. Their refusal should raise concerns.
5 Those concerns are revealed in the declaration by Olivia Flechsig filed concurrently herewith
6 which shows hourly rates of attorneys at Sheppard Mullin with less experience and significantly
7 less time as attorneys, yet have higher hourly rates.

8 6. If Ms. Kennedy's hourly rates are indeed at or higher than my hourly rate
9 (\$1200), it would clearly demonstrate my rate is reasonable inasmuch as Ms. Kennedy has been
10 practicing employment law since December 1990 (per the State Bar website) or 2 ½ years less
11 than me (June 1988). The same is true with respect to defense counsel Robert Mussig
12 (December 2005) and Sarah Fan (December 2019), their hourly rates would be relevant in
13 determining whether our firm attorneys' rates are reasonable. Ms. Flechsig, who has been
14 practicing since January 2021, in my opinion did an outstanding job during pre-trial discovery, at
15 trial, examining adverse witnesses, making the opening and closing statements and as other
16 Plaintiff employment attorneys have attested in the declarations filed in support, Ms. Flechsig's
17 hourly rate of \$650 is well within the industry standard.

18 7. While Defendant's counsel is challenging the amount of time spent by me and
19 Ms. Flechsig, as noted in the declaration concurrently filed by Ms. Flechsig, the amount of work
20 was necessitated because of defendant counsel's obstreperous discovery tactics which are
21 detailed in Ms. Flechsig's declaration filed concurrently herewith.

22 8. *Bronshteyn v Department of Consumer Affairs*, (9/17/25) 114 Cal.App.5th 537
23 was decided on September 17, 2025, the same day Plaintiff Snookal filed his motion for
24 attorneys fees. The case is also a disability discrimination, failure to accommodate case, and
25 failure to engage in an interactive process case. The jury returned a verdict of \$3.3 million. The
26 Court of Appeal affirmed the trial court's attorneys' fee award of \$4,889,786.03 and a 1.75
27 multiplier for fees incurred up to and including the jury verdict, and a 1.25 enhancement for
28 hours worked after the verdict. I have known Plaintiff *Bronshteyn's* counsel, Jean Hyams,

1 Sharon Vinick, Leslie Levy, Wendy Mussell and Darci Burrell between 10-20 years. We have
2 all been presenters at the California Employment Lawyers annual conference. I served on the
3 Board of the California Employment Lawyers Association with Jean Hyams. I checked the
4 California State Bar website to obtain the dates of Ms. Hyams and Ms. Vinick's admission to the
5 bar. Ms. Hyams was licensed 1 1/2 years after me -- in December 1989 and Ms. Vinick was
6 licensed 6 months before me (December 1987). The Court awarded an hourly rate \$1,100 for
7 each.

8 **TIME BILLING RECORDS**

9 9. My practice is to record the time spent on my cases each day and to the extent
10 possible, contemporaneously on our firm's computer billing system. During the Snookal
11 litigation, there were many meetings with the named partners about the case, involving
12 litigation/trial strategy which I did not bill. The bulk of that time would have been with Nathan
13 Goldberg, a top litigator and trial attorney. If I had to estimate, over the course of 2 1/2 years, it
14 would be at least 10 hours of unbilled time. Moreover, none of the named partners billed for the
15 time they spent with me discussing/strategizing about the case. Their hourly rate is \$1500.

16 10. Neither I nor Ms. Flechsig have our administrative assistant/paralegals bill their
17 time in this matter.

18 11. The 9th Circuit has defined "block billing" as "the time-keeping method by which
19 each lawyer and legal assistant enters the total daily time spent working on a case, rather than
20 itemizing the time expended on specific tasks." *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 945
21 n.2 (9th Cir. 2007). As the court will note from the billing statements submitted (Exh.A to my
22 declaration in support of the Motion), contrary to Defendant's position, Ms. Flechsig and I did
23 not do "block billing." The entries segregate the duties performed by day with the description of
24 work performed. Where multiple tasks are listed, each task is separated. As such, Defendant's
25 argument that *their* proposed hourly rates and amount of time spent should be utilized and apply
26 a 30% reduction for Plaintiff's counsel's time should be disregarded.

27 12. In reviewing the time billing records by associate Karis Stephen, I noted that 1.6
28 hours were spent on administrative duties that while applicable to Plaintiff Snookal's case, they

1 also could be utilized on other firm cases. This includes: .9 on 8/5/25; .5 on 8/12/25 and .2 on
2 8/12/25 (total of 1.6 hrs). I am therefore excluding this amount (\$720.00) from the attorney fee
3 request.

4 13. In re-reviewing my time billing records, I see that in my time records, 1 hour was
5 noted on 6/27/25 for “prospective calls”. It was erroneously included. As such, this amount
6 (\$1200) is also excluded from the attorney fee request.

7 14. Defendant asserts that the time billed by my partner, Renee Mochkatel should be
8 reduced for work on the MSJ and for trial preparation (Opp at p. 4). As detailed in Ms.
9 Mochkatel’s declaration in support of the Motion for Attorneys fees, she has been practicing for
10 43 years and is very experienced in employment law. Ms. Mochkatel assisted Ms. Flechsig in
11 the opposition to MSJ and with respect to the trial preparation, she met with me to discuss pre-
12 trial matters and assisted with mock cross examinations as delineated in her time records.

13 15. Defense counsel avers that Plaintiff Snookal’s representation that “Defendant
14 failed to settle are misleading...” (Kennedy Decl. para 2). This is inaccurate. In 2022 before our
15 firm represented Plaintiff Snookal, he participated in an unsuccessful mediation through the
16 Department of Fair Employment and Housing. (Snookal Decl para 8). Then on April 20, 2023,
17 after retaining our firm, I sent a settlement demand letter to Chevron U.S.A., Inc. No
18 response was received. On May 11, 2023, I followed up with a second letter to Chevron, and
19 again silence. Clearly Chevron refused to discuss settlement. (**Exh. 1 attached hereto**). Based
20 on Chevron’s dismissiveness, it was evident that Defendant would dogmatically defend this case.
21 And indeed it has for more than 2 years.

22 **COSTS**

23 16. Defendant points out the Plaintiff did not file his Application to the Clerk to Tax
24 Costs (form CV-59). This is accurate and this administrative error was unintentional. Plaintiff is
25 concurrently herewith filing said form. Defendant has not been prejudiced in that Plaintiff and
26 Defense counsel met and conferred regarding the costs being sought. Additionally, thereafter on
27 October 8, 2025, (more than 2 weeks before their opposition was due), I sent Ms. Fan our firm’s
28 cost billing statement along with invoices/receipts. (Attached as **Exh. 2**)

1 17. Ms. Fan advised me that they were challenging the mediation fee (\$7,950), the
2 parking costs (\$310) and duplication costs (\$19.30) for a witness who was deposed, Thalia Tse.

3 15. Plaintiff waives his request for parking and duplication costs (totaling \$329.30).

4 18. A cost identified in Plaintiff's cost billing statement which was not contested by
5 Defendant was \$55.12 for messenger fees. Plaintiff also waives this amount.

6 Plaintiff therefore respectfully requests that the Court award the full amount of costs
7 sought (subtracting \$19.30, \$310 and \$55.12) in the amount of \$154,892.97.

8 **MEDIATION COST**

9 19. Defendant challenges the request for the cost of mediation (\$7950) because it was
10 not mandated. (Opp. Pg. 19) This is incorrect. On August 8, 2023, the Court issued its "Notice to
11 Parties of Court-Directed ADR Program." (Docket #6) As such, the both counsel agreed to
12 engage in private mediation. Angela Reddock-Wright was selected as the mediator. The
13 mediation occurred on June 25, 2024.

14 20. Defendants served its FRCP 68 offer of settlement for \$750,000 a day late. In any
15 event, it was not an amount which Plaintiff was willing to consider. Defendant's last offer was
16 18.8% of the total \$4M verdict. This should demonstrate that Plaintiff's counsel's tenacity in the
17 face of defendant's concealing and obfuscating legitimate discovery requests, their presentation
18 of the evidence to the jury yielded an excellent victory for Mr. Snookal and that his civil rights
19 were vindicated after 6 years.

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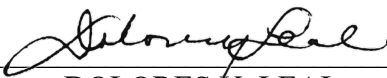
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21. Since filing Plaintiff's Motion for Attorneys Fees on September 17, 2025, Plaintiff's counsel has expended additional time. I attach as Exhibit 3 the billing statements since September 17, 2025. In summary:

<u>Attorney</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total Fees</u>
Dolores Leal	\$1200	31.60	\$37,920.00
Olivia Flechsig	\$650	32.70	\$21,255.00
TOTAL FEES			\$59,175.00

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30th day of October 2025, in Los Angeles, California.


DOLORES Y. LEAL